

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

UNITED STATES OF AMERICA, <i>ex rel.</i>)	
WILLIAM WORRALL and JIM GREGORY,)	
)	
Plaintiff-Relators,)	CIVIL CASE NO. 3:19-cv-1170
)	JUDGE TRAUGER
v.)	
)	UNDER SEAL
AZIZ ASHUROV, LAZIZA ABDULLAEVA,)	
and CAPITAL INVEST, LLC,)	<u>JURY TRIAL DEMANDED</u>
)	
Defendants.)	
_____)	

**EX PARTE NOTICE OF CONSENT TO DISMISSAL AND MOTION
OF THE UNITED STATES FOR AN ORDER UNSEALING THIS ACTION**

Pursuant to the False Claims Act, 31 U.S.C. §§ 3729 *et seq.* (the “FCA”), the United States hereby states that it consents to the dismissal of this action with prejudice to Relators and without prejudice to the United States for the reasons set forth below. The United States also moves for an Order dismissing this action and unsealing all filings herein, except those which discuss the content and extent of the United States’ investigation.

On January 29, 2020, the Attorney General, acting through the United States Department of Justice, Civil Division, delegated this *qui tam* action to the United States Attorney’s Office for the Middle District of Tennessee to take whatever actions it deems advisable regarding the allegations of potential violations of the FCA, in accordance with Civil Division Directive No. 1-15 (June 1, 2015), 28 C.F.R. Part O.

On March 4, 2021, the United States and Relators entered into a settlement agreement with Defendants Aziz Ashurov (“Ashurov”) and Laziza Abdullaeva (“Abdullaeva”) that resolves certain allegations in the Complaint as to which the United States contends Ashurov and

Abdullaeva violated the FCA by purchasing certain homes through a U.S. Department of Housing & Urban Development (“HUD”) program by falsely claiming they would occupy the properties as a primary residence, even though they intended to renovate and resell the properties. The settlement provides for (i) a payment of \$200,000 over a five year period with interest; and (ii) a prohibition against Ashurov and Abdullaeva submitting any further bids to purchase properties from HUD in which they represent that the property will be used as a primary residence. Under the settlement agreement, Relators will receive a twenty percent share of the FCA recovery (\$40,000), as well as attorneys’ fees, and have agreed to dismiss this action.

On March 15, 2021, Relators filed a Voluntary Dismissal, pursuant to Federal Rule of Civil Procedure 41(a), stating that the parties have agreed to a dismissal of this action. (ECF 12.)

Therefore, the United States moves for an *ex parte* order unsealing all pleadings in the above-captioned action, except for its memoranda in support of the motions for an extension of time to consider whether to intervene and for a partial seal lift, which discuss the content and extent of the investigation of the United States (ECF 5 and 8). These memoranda contain information provided by law to the Court alone for the purpose of evaluating whether the time for making a decision as to intervention be extended and/or the seal should be lifted, and the existence of the action not be made public.

Relators do not object to the relief sought herein.

A proposed order accompanies this notice.

Respectfully submitted,

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Acting United States Attorney

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CERTIFICATE OF SERVICE

I hereby certify that on March 17, 2021, a copy of the foregoing *Ex Parte* Motion was filed by e-mail with the Clerk's Office per instruction of the Court. A service copy was served via First Class U.S. Mail, postage prepaid, and/or via email on the following:

Jerry E. Martin, Esq.
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Because this action is under seal pursuant to 31 U.S.C. §§ 3729-3733, as amended, Defendants have not been served with copies of the foregoing Motion.

By: s/ Kara F. Sweet
KARA F. SWEET